



**RICHARDSON**  

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**T E X A S**

## **Film Permit Application**

**Contact Information**

Greg Sowell  
Director of Communications  
Greg.Sowell@cor.gov  
972-744-4218.

# Film Permit Application

## City of Richardson

### **When Do I Need a Film Permit?**

Casual use activities which normally involve noncommercial still photography or recreational videotaping would not require a permit or fees. Casual use means noncommercial activities occurring on an occasional or irregular basis that ordinarily result in little or no impact to public lands, resources, or improvements.

### **Still Photography**

Most professional and amateur photographers are allowed to take still photographs on public property without a permit or the payment of any fees. Public land visitors and recreational, professional and amateur photographers do NOT need a permit to take still photographs unless the still photography will:

- Use models, sets or props that are not part of the site's natural or cultural resources or administrative facilities;
- Take place where members of the public are generally not allowed; or
- Take place at a location where additional administrative costs are likely.

### **Commercial Filming**

Special permits to use public property for commercial production are issued by the Richardson Communications Department. All filming activity that takes place entirely inside a private property does not generally require a film permit unless filming include activities that could alarm the public including but not limited to the use of firearms, loud noises, night time shooting, or if vehicles or equipment could create parking concerns, please fill out an application.

A permit is required for all commercial filming activities on public property. Commercial filming is defined as the use of motion picture, videotaping, sound recording, or other moving image or audio recording equipment on public property that involves the advertisement of a product or service, the creation of a product for sale, or the use of actors, models, sets, or props, but not including activities associated with broadcasts for news programs. For purposes of this definition, creation of a product for sale includes a film, videotape, television broadcast, or documentary of participants in commercial sporting or recreation event created for the purpose of generating income .

Commercial filming or still photography will NOT be permitted if it is determined that any of the following criteria apply:

- There is likelihood of resource damage that cannot be mitigated;
- There would be an unreasonable disruption of the public's use and enjoyment of the site (beyond short-term interruption of use of the site); or
- The activity poses health or safety risks to the public that cannot be mitigated;

Commercial photographers and filming companies should contact the Richardson Communications Department to advise them of their activity and determine whether or not a permit or fees are required.

### **Indemnification 'Hold Harmless' Agreement**

All entities wishing to conduct commercial filming on private property must provide a signed copy of the Indemnification 'Hold Harmless' Agreement to the Director of Communications.

**For more information on film permitting**, please contact the City's Director of Communications at [Greg.Sowell@cor.gov](mailto:Greg.Sowell@cor.gov) or 972-744-4218.

## Insurance Requirements

The City of Richardson requires submittal of the insurance certificate for their review at least 2 working days prior to the start of film activity. The City's insurance requirements are very specific, so please refer to the Insurance Requirement page attached. Pay close attention to the cancellation clause and language on the additional insured rider. We also need proof of worker's compensation insurance if applicable.

Once the insurance has been approved and we have determined the application is complete, you will be contacted to submit the film permit fee to the City of Richardson. Standard application fee is \$50 and may increase dependent upon size of production.

## Other Items

Depending on the film activity, the following may be required:

- Permit from Richardson Fire Department
- Pyrotechnics Permit from Richardson Fire Department
- Notification to surrounding residents (commercial or residential)
- Law enforcement (For traffic or crowd control)

## Film Permitting Process

1. **Commercial Filming Application** – Complete, sign and submit 2-3 business days prior to filming, sooner if the film project is extensive with multiple locations being requested. Incomplete applications may cause delay and/or prevent the actual issuance of the film permit. Submission of application (pages 1-3) does not guarantee permit issuance. Changes to the event information will only be accepted by either the primary contact or emergency contact listed on the application and must be made in writing.
2. **Certificate of Liability Insurance** – Insurance requirements will be outlined in the next few pages. A Certificate of Liability Insurance must be given to the City prior to filming.
3. **Processing Fee** – The applicant will be required to pay a processing in the form of a Money Order or Check made payable to The City of Richardson or by credit card prior to filming. Permit fees are non-refundable once the application has been processed. However applicant may be required to pay additional fees, including but not limited to film projects that involve extensive planning and requires more than 2 locations to include affecting any of the following: multiple street closures, multiple lane closures, intermittent traffic control, affects the DART route, traffic management and complexity of the film request.

Upon reviewing the Film Permit Application, the Communications Department will proceed by contacting the appropriate city departments affected to obtain clearances for the applicant which could take up to 48 hours (2 business days) to receive. Upon receiving the clearances, the applicant will be contacted and issued a Commercial Film Permit by email along with a copy of the receipt for payment of the processing fee.

If filming requires assistance from the Police or Fire Department, a contact from each department will be given to the applicant. Additional fees may apply. Police contact is Pam Pendleton at 972-744-4955

\*Applicants requesting to film on a Monday must submit their applications no later than the previous Wednesday by 12 p.m.

**For more information**, please contact the City's  
Director of Communications at [Greg.Sowell@cor.gov](mailto:Greg.Sowell@cor.gov) or 972-744-4218.

# City of Richardson Film Permit Application

## Insurance Requirements

### General Liability

General Aggregate	\$1,000,000 / \$2,000,000 (City Property)
Each Occurrence	\$1,000,000

### Pyrotechnics including Fireworks, Explosives, other Special Effects

Each Occurrence	\$3,000,000
General Aggregate	\$3,000,000

### Automobile Liability (Includes Owned, Hired and Non-Owned)

Combined Single Limit	\$500,000
Per Occurrence	\$3,000,000 (Stunts/Car Chase)

### Aircraft Liability

Each Occurrence	\$5,000,000
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### Workers' Compensations & Employers Liability Statutory Limits

(Note: If a company has no employees, a workers compensation waiver letter must be submitted to the City of Richardson.)

Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

### Description of Operations/Locations/Vehicles/Special Items

The City of Richardson, its officers, employees and elected representatives shall be named as additionally insured on the General Liability, Automobile and Umbrellas policies. Waiver of Subrogation provided the City of Richardson on General Liability, Automobile, Umbrellas and workers' compensation policies.

### Certificate Holder

City of Richardson  
Its officers, employees and elected representatives  
411 W. Arapaho Rd.  
Richardson, TX 75080

### Liquor

Each Claim	\$1,000,000
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The applicant must keep active the minimum insurance requirements outlined previously in this document throughout the duration of filming by an insurance company approved by the State of Texas and the City and issued in a standard form approved by the Texas Department of Insurance. The City of Richardson, its officers, employees and elected representatives must be named as additionally insured and all provisions of each policy must be accepted by the City. An original Certificate of Liability Insurance must be submitted along with this application. A waiver of subrogation must be provided to the City of Richardson, its officers, employees and elected representatives for bodily injury (including death), property damage or any other loss. An original Certificate of Liability Insurance must be submitted with the application.

**1. Commercial General Liability Insurance**

- a) \$1,000,000 per occurrence
- b) \$1,000,000 general aggregate

NOTE: If filming on City facility premises, then minimum limits of:

- a) \$1,000,000 per occurrence
- b) \$2,000,000 general aggregate
- c) \$250,000 fire legal liability

NOTE: If filming involves the use of **pyrotechnics, explosives, open flames or any additional elements the Richardson Fire Department may view as an additional danger**, then

- a) \$3,000,000 per occurrence
- b) \$3,000,000 general aggregate

**2. Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of:

- a) \$500,000 per occurrence

Note: If filming involves "extended car chases", then minimum limit of:

- b) \$3,000,000 per occurrence.

**3. Workers Compensation:** If filming on City facility premises, then Workers' Compensation with statutory limits; Employers Liability with minimum limits for bodily injury:

- a) \$100,000 per each accident
- b) \$100,000 by disease, per employee
- c) \$500,000 per policy aggregate

**4. Aircraft Liability Insurance:** If owned, hired or non-owned aircrafts will be used during filming:

- a) \$5,000,000 per occurrence

**5. Liquor Liability Insurance:** If alcoholic beverages will be served, sold or made available:

- a) \$1,000,000 per occurrence.

The applicant and production company agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions: a) name the City of Richardson and its officers and employees as additional insured to the Commercial General Liability and Business Automobile Liability policies; b) state that coverage shall not be cancelled, non-renewed or materially changed except after thirty (30) days written notice by certified mail to : Communications Department, attn: Greg Sowell, 411 W. Arapaho Rd., Richardson, Texas 75080; c) provide a waiver of subrogation to the City of Richardson, its officers, employees for bodily injury (including death), property damage or any other loss.

**Cancellation**

Written notice must be delivered to Greg Sowell, Director of Communications a minimum of 30 Days prior to filming.

# City of Richardson

## Indemnification 'Hold Harmless' Agreement

The Applicant (Company), \_\_\_\_\_, acting through its

authorized agent (First and Last Name), \_\_\_\_\_, agrees to defend, indemnify and hold the City of Richardson harmless from any and all suits, claims, damages, liabilities, losses, actions, judgments, settlements, costs or expenses (including, but not limited to attorney's fees, reasonable investigative and discovery costs and court costs), injury to or death of any person(s) or for damage to or about the filming area (Premises) arising from the Applicant's acts or omissions under the film permit or resulting from the filming/photography.

The Applicant agrees to comply with all provisions of the State of Texas and City of Richardson laws, rules and regulations. Further, Applicant agrees to maintain the premises in good condition and to return said premises in the same condition as they were before said use.

In addition, the Applicant specifically agrees to defend, protect, indemnify and hold the City of Richardson harmless from any and all suits, claims, damages, liabilities, losses, actions, judgments, settlements, costs or expenses (including, but not limited to attorney's fees, reasonable investigative and discovery costs and court costs), injury to or death of any person(s) or for damage to or about the filming area, brought, made, or claimed by the owner of the Premises, or the owner's heirs, successors, or assigns, arising from the Applicant's use of the Premises.

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Date

State of Texas  
County of Dallas  
City of Richardson

The foregoing Indemnification Agreement was subscribed and sworn before me This

\_\_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_

The Authorized Agent for \_\_\_\_\_, the Applicant.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

# City of Richardson

## Use of City Property

The applicant agrees that they and the organization or company they represents shall assume all risk for loss, damage, liability, injury, cost or expense that may occur during or as a result of the use of City property. The applicant agrees to waive all claims against the City, elected representatives, officers, agents and employees for any loss or damages connected to activities on City property or resulting from filming. The applicant agrees to save harmless, indemnity and defend the City, its officers, agents, employees and elected representatives, from any and all loss, damage or liability which may be suffered or incurred by the City, its officers, agents, employees and elected representatives caused by, except those arising out of the sole negligence of the City.

The premises involved in filming must be made accessible to the City for inspection at all times.

The permit shall not be assigned.

This permit may be terminated at any time if permittee fails to comply with any items agreed upon in this application. The City agrees it will not exercise this right unreasonably.

All parties agree that the permittee, organization and representatives are independent of the City, its officers, agents, employees and elected representatives and that the opinions and actions of the permittee do not reflect on the City.

If the applicant requires variations to the terms of this permit, all alterations or variations must be made in writing and must be signed by all parties and attached to this permit application.

If this permit is approved, the permit must be made available to City staff, its officers, agents, employees and elected representatives at all times on site.

Applicant agrees to all terms and conditions as well as rules and regulations laid out in this application permit.

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Applicant's Representative

Date

# City of Richardson

## Private Property Use

Filming **inside** a private property does not always require a permit. Specific arrangements and insurance needs should be addressed with the property owner(s). If filming will include activities that could alarm the public including but not limited to the use of firearms, loud noises, night time shooting, or if vehicles or equipment could create parking concerns, please fill out an application.

I hereby give permission for \_\_\_\_\_

to use the property located at \_\_\_\_\_

for the purpose of filming on the following

date(s) \_\_\_\_\_

and time(s) \_\_\_\_\_.

I understand that a copy of the City of Richardson Film Permit is available at the Communication Department.

\_\_\_\_\_  
Property Owner/Manager Signature

\_\_\_\_\_  
Name (Please Print or Type)

\_\_\_\_\_  
Phone Number

**You May Contact the Communications Department at:**

Greg Sowell

Director of Communications

(972) 744-4218

411 W. Arapaho Rd.

Richardson, TX 75080

Office Hours: 8 a.m. - 5 p.m. Monday - Friday



# Rules and Regulations

- The permit shall be available for inspection at all times while on site and available for inspection by police, code enforcement officers of the city, property owner, lessee, representatives of the City or elected officials.
- Film cancellations beyond the control of the applicant due to bad weather will extend the permitted number of filming days by the number canceled without penalty.
- It is the sole responsibility of the applicant to notify surrounding residential or commercial property that filming will occur by written form either placed on individual's doors or by mail. Notification areas are determined on an individual basis.
- If businesses or property owners will be affected or disrupted by filming activities, it is the responsibility of the applicant to compensate individuals if necessary.
- If the public right-of-way will be utilized during filming, roads are blocked or if traffic is to be disrupted in any manner, an off-duty officer must be hired to supervise traffic and other matters for a minimum of four hours per day.
- The Communication Department may immediately revoke any permit for violation of any part of this agreement and deny approval of future permits based on violations.
- A permit may be denied if evidence is received that previous filming of similar nature caused a disruptive situation at the requested location.
- Vegetation in the public right-of-way is strictly prohibited from being removed, cut or trimmed unless specifically approved by the permit.
- The use of explosives, pyrotechnics, fire or other similar effects are strictly prohibited unless approved by the Richardson Fire Department.
- The use of tents or temporary structures having an area in excess of 200 square feet or canopies in excess of 400 square feet must be inspected by the Fire Marshal.
- All debris and materials created from the filming activity must be removed upon completion to the satisfaction of the Communication Department. Any clean-up costs by the City will be charged to the applicant.
- Emergency vehicle access must be maintained at all times. EMS personnel are required on-site for productions with stunts being performed.
- The Fire Marshal shall have full access to any film production to ensure safety for crew members, the public, and surrounding properties.
- The City of Richardson logo may not be included in the film without written permission from the Richardson Communication Department.